

# STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION  
PURCHASING BUREAU  
165 MITCHELL BUILDING  
HELENA MT 59620-0135  
PHONE: (406) 444-2575 FAX: (406) 444-2529  
www.mt.gov/doa/ppd/index.htm

T.C. #437-B

RADAR SPEED DEVICES

This is an exclusive contract

CONTRACT PERIOD	FROM	July 1, 1997	CONTRACT YEAR	NEW (X )
	TO	June 30, 1998		RENEW ( )
VENDOR ADDRESS	See Attached List		ORDER ADDRESS	See Attached List
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	

PRICES ➤ PER CONTRACT SECTION 5.0  
DELIVERY ➤ 90 DAYS ARO  
F.O.B. ➤ AGENCY LOCATION  
TERMS ➤ NET 30 DAYS

REMARKS:

BRAD SANDERS, Contracts Officer

AUTHORIZED SIGNATURE/DATE

**STATE OF MONTANA - TERM CONTRACT**  
**Standard Terms and Conditions**

**The following standard terms apply unless specifically stated otherwise within the term contract.**

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**REFERENCE TO CONTRACT**

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

**SHIPPING**

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

**PAYMENT TERM**

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

**TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**HAZARDOUS CHEMICAL INFORMATION**

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

**VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

**NON-DISCRIMINATION**

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

**HOLD HARMLESS/INDEMNIFICATION**

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

**ACCESS AND RETENTION OF RECORDS**

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

**CONFORMANCE WITH INVITATION FOR BID/PROPOSAL**

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

RADAR SPEED DEVICES

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Section 5.1

Kustom Signals, Inc.  
Attn: Mary Beiriger  
9325 Pflumm Road  
Lenexa, KS 66215  
800-458-7866  
(913) 492-1703 Fax

HR-12                      \$1,705.00

Section 5.2

MPH Industries, Inc.  
Attn: Frederick S. Perry  
316 E Ninth Street  
Owensboro, KY 42303

K-55                      \$947.00 Single Antenna, \$1,145.00 Dual Antenna

Section 5.3

Applied Concepts  
Attn: Ken McCoy  
730 F Avenue Suite 200  
Plano, TX 75074-6752

Stalker                      \$1,895.00

Section 5.4

MPH Industries, Inc.  
Attn: Frederick S. Perry  
316 E Ninth  
Owensboro, KY 42303

Python                      \$875.00 Single Antenna, \$1,065.00 Dual Antenna

## 1.0 **GENERAL**

### 1.1 **Purpose**

The Traffic Safety Bureau of the Montana Department of Transportation provides grants to local governments under Section 402 of Title 23 USC, (Highways). The purpose of this Term Contract is to secure uniform pricing, for a specified time, for radar equipment which will be purchased through the local government grant program.

### 1.2 **Exclusive Contract**

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is considered to be an "Exclusive" use contract and State agencies must obtain the specified product/service from the Term Contract holder (s), unless the contract allows otherwise. However, the Purchasing Bureau does not guarantee any minimum usage totals and it is the individual agency's responsibility to comply with the terms of the contract.

### 1.3 **Scope**

All equipment purchased under this Term Contract will be used to enforce speed laws in the State and its local government subdivisions. Consequently, these radar devices must measure speeds as low as 15 MPH in school zones and as high as 99 MPH on primary, secondary, or interstate highways.

The Traffic Safety Bureau does not have legal authority to require local governments to utilize this Term Contract for radar purchases through the local grant program. However, the prices listed will be the amount budgeted for each grant. If a local government desires a different make or model of equipment other than that awarded in the Term Contract, the government entity will have to pay any difference in cost with local funding. The local government would also have to use a competitive bidding process in compliance with Federal codes and regulations.

The source of funding for equipment to be purchased under this Term Contract is the Government of the United States. Therefore, the Contractor must comply with all appropriate Federal laws, rules and regulations. Preferences for Montana residency and Montana manufacture will not be considered in the award.

### 1.4 **Methodology**

#### **Purchase Order and Payments:**

This Term Contract is not an order, nor will the Traffic Safety Bureau be responsible for ordering any products. The Division will enter into grant agreements with local governments. The local governments are responsible to execute Purchase Orders which will reference the Term Contract number. Upon receipt of the product, the local government will bill the Division. The Division will pay the local government and the local government will pay the supplier. Thirty (30) to forty-five (45) calendar days from receipt of the

RADAR SPEED DEVICES

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product to payment delivery must be allowed.

1.5 Quantity

This Term Contract does not guarantee the purchase of a specified number of radar speed measuring devices.

1.6 Contract Period

This contract will run from July 1, 1997 through June 30, 1998.

1.7 Contract Renewal

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed three (3) additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a three (3) year period.

1.8 Term Contract Reporting

Twice yearly, the successful term contract holder(s) shall furnish to the State of Montana, Purchasing Bureau, reports of term contract usage. Each report shall contain the product name, size, total quantity sold of each item and total dollars expended. One report shall be due at the end of the first six months of the contract, while the other report shall be due ten weeks prior to the expiration date of the contract. Reported volumes and dollar totals may be checked by the Purchasing Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or removal of the supplier's name from the responsible bidders list.

1.9 Cooperative Purchasing

In cooperation with the political subdivisions that have signed Cooperative Purchasing Agreements with the Purchasing Bureau, the Bidder/Contract Holder agrees to provide these subdivisions with the offered goods and services, per the prices, terms, and conditions of this contract.

Procurement Card

The State of Montana has implemented a Procurement Card (MasterCard) Program to enable agencies the ability to charge purchases made from these contracts. State agencies will prefer this method of payment.

## 2.0 **REQUIREMENTS**

### 2.1 **Training**

A technical training course concerning the use of their equipment will be provided to each purchaser within sixty (60) days from the request of the purchaser.

### 2.2 **Terms**

Guaranteed delivery within ninety (90) days from the date of Purchase Order.

### 2.3 **Warranty**

Each unit shall be fully guaranteed (parts and labor) for a minimum of two (2) years from the date of delivery. All shipping costs incurred as a consequence of equipment repair shall be the responsibility of the manufacturer during the warranty period.

2.4 Vendors must submit a point by point response to all sections of this document, indicating compliance or noting and explaining all exceptions between the product offered and the specifications listed. **Failure to provide may result in disqualification.**

2.5 The manufacturer of all radar units submitted for consideration under this Term Contract shall provide written certification that:

Their product is currently in production, and is listed on the Consumer Products List (CPL) as published by the International Association of Chiefs of Police, Research and Development Division, Thirteen First Field Road, P.O. Box 6010, Gaithersburg, MD 20878.

Their product meets or exceeds model specifications that were jointly developed by the National Highway Traffic Safety Administration and the International Association of Chiefs of Police.

2.6 **\*\*Deleted\*\***

2.7 **\*\*Deleted\*\***

## 3.0 **EQUIPMENT SPECIFICATIONS**

### **Radar Speed Measuring Device Housed in a Single Unit**

3.1 All units must be listed on the most current (October 1996) IACP/CPL list.

3.2 Each unit must operate utilizing the Doppler Radar Principle and be designed to measure, compute and display speeds of target vehicles.

RADAR SPEED DEVICES

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- 3.3 Each unit must have an internal testing system, or systems, which provides indications that the system is operating properly, has adequate power and is in calibration.
- 3.4 Each unit shall have two (2) numeric visual displays which report the speeds of the patrol vehicle and the target vehicle. The visual displays must be digital and have the capacity of a minimum of two (2) digits each.
- 3.5 Each unit must be capable of measuring speeds as low as fifteen (15) MPH and as high as ninety-nine (99) MPH in both moving and stationary modes. (20 MPH min, 209 MPH closing and 20 to 100 stationary). The low speed moving capability may be accomplished through the use of a switching system.
- 3.6 Each unit may operate on either K or KA radar bands, but the antenna (3db) beam width shall not exceed twelve degrees plus or minus one degree.
- 3.7 Each radar system must have the ability to maintain a stable target reading without displaying false readings from other equipment-induced interference.
- 3.8 Each unit must have a guaranteed accuracy of plus or minus one (1) MPH throughout the target speed range of fifteen (15) MPH to ninety-nine (99) MPH. (20 MPH to max closing speed of 209 MPH).
- 3.9 Each unit shall contain an adjustable audio system which amplifies the Doppler signal.
- 3.10 Each system shall have a lock/unlock system which will capture, hold and release speed measurements in both displays.
  - 3.10.1 Each unit shall have an anti-detector feature.
  - 3.10.2 Each unit shall be capable of operating utilizing the power supplied from an automotive electrical system.
  - 3.10.3 Each unit shall be equipped with one (1) twenty (20) MPH tuning fork and one (1) sixty (60) MPH tuning fork along with protective pouches.
    - 3.10.3a The manufacturer shall guarantee accuracy of plus or minus one (1) MPH of the calibration frequency of each tuning fork.
  - 3.10.4 Each system shall include dashboard mounting brackets, and necessary electrical cables.
  - 3.10.5 Each unit shall come equipped with a complete set of operating instructions.
  - 3.10.6 Each unit must be of solid state construction.

#### 4.0 **EQUIPMENT SPECIFICATIONS**

##### Radar Speed Measuring Device Housed in More Than One Unit

- 4.1 Each unit must operate utilizing the Doppler Radar Principle and be designed to measure, compute and display speeds of target vehicles.
- 4.2 Each unit must have an internal testing system, or systems, which provides indications that the system is operating properly, has adequate power and is in calibration.
- 4.3 Each unit shall have two (2) numeric visual displays which report the speeds of the patrol vehicle and the target vehicle. The visual displays must be digital and have the capacity of a minimum of two (2) digits each.
- 4.4 Each unit must be capable of measuring speeds as low as fifteen (15) MPH and high as ninety-nine (99) MPH in both moving and stationary modes. (20 MPH min, 209 MPH closing and 20 to 100 stationary). The low speed moving capability may be accomplished through the use of a switching system.
- 4.5 Each unit may operate on either K or KA radar bands, but the antenna (3db) beam width shall not exceed twelve degrees (12) plus or minus one degree (1).
- 4.6 Each radar system must have the ability to maintain a stable target reading without displaying false readings from other equipment-induced interference.
- 4.7 Each unit must have a guaranteed accuracy of plus or minus one (1) MPH throughout the target speed range of fifteen (15) MPH to ninety-nine (99) MPH. (20 MPH to max closing speed of 209 MPH).
- 4.8 Each unit shall contain an adjustable audio system which amplifies the Doppler signal.
- 4.9 Each system shall have a lock/unlock system which will capture, hold and release speed measurements in both displays.
  - 4.9.1 Each unit shall have an anti-detector feature.
  - 4.9.2 Each unit shall be capable of operating utilizing the power supplied from an automotive electrical system.
  - 4.9.3 Each unit shall be equipped with one (1) twenty (20) MPH tuning fork and one (1) sixty (60) MPH tuning fork along with protective pouches.
    - 4.9.3a The manufacturer shall guarantee accuracy of plus or minus one (1) MPH of the calibration frequency of each tuning fork.
  - 4.9.4 Each system shall include dashboard mounting brackets, and necessary electrical cables.



RADAR SPEED DEVICES

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4.9.5 Each unit shall come equipped with a complete set of operating instructions.

4.9.6 Each unit must be of solid state construction.

5.0 **PRICING**

5.1 Radar Speed Device housed in a **SINGLE** unit using analog technology

BRAND/MODEL: Kustom Signals, HR-12

BAND: K-Band

UNIT PRICE: \$1705.00  
[1]

5.2 Radar Speed Device housed in **MORE** than one unit using analog technology

BRAND/MODEL: MDH Industries, K-55

BAND: X or K Band

UNIT PRICE: \$ 947.00 Single Antenna or \$1145.00 Dual Antenna  
[2]

5.3 Radar Speed Device housed in a **SINGLE** unit using digital technology

BRAND/MODEL: Applied Concepts, Stalker ATR Moving/Stationary Package SM2KA

BAND: KA Band

UNIT PRICE: \$1895.00  
[3]

5.4 Radar Speed Device housed in **MORE** than one unit using digital technology.

BRAND/MODEL: MPH Industries, Python

BAND: X or K Band

UNIT PRICE: \$ 875.00 Single Antenna, \$1065.00 Dual Antenna  
[4]